

3-0541
STORAGE

CITY COUNCIL Essex

07-17

City of Orange, New Jersey

Date April 21, 1981

Number 127-81

TITLE: **A RESOLUTION** AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE CITY OF ORANGE AND THE ORANGE MUNICIPAL EMPLOYEES BENEVOLENT ASSOCIATION.

WHEREAS, the City of Orange and the Orange Municipal Employees Benevolent Association have reached an agreement as to wages and benefits for the period of ~~X~~ January 1, 1981 through December 31, 1982, and

WHEREAS, the attached said contract pertaining to wages and benefits shall be made part of this Resolution,

NOW, THEREFORE, BE IT RESOLVED that the contract negotiation between the City of Orange and the Orange Municipal Employees Benevolent Association is hereby ratified and approved.

Orange, City of

Orange Municipal Employees Benevolent Association

Adopted: April 21, 1981

Felix De Feo
Felix De Feo, City Clerk

Michael Marucci
Michael Marucci, Council President

Motion: Varanelli Seconded: Brown

Yeas : Brown, Detore, Jones, Julianano, Monacelli, Varanelli, Council President Marucci
Nays : None

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OCT 2 1981

RUTGERS UNIVERSITY

AFFIXED AS TO FORM, SUFFICIENCY AND LEGALITY

[Signature]
CITY COUNCIL

ARTICLE XIII

HOLIDAYS

The days listed hereinafter shall be considered legal holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Martin Luther King's Birthday	General Election Day - November
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day

If a holiday falls on a Saturday, it shall be observed on the Friday immediately preceding. If a holiday falls on a Sunday, it shall be observed on the Monday immediately following.

ARTICLE XIV

AGENCY SHOP

In accordance with N.J.S.A. 34:13 A-5.5 (L. 1979, c. 477, effective July 1, 1980), the City and the Association have negotiated concerning the subject of requiring the payment by

all non-member employees in the unit to the majority representative of a representation fee in lieu of dues for services rendered by the majority representative and agree that the said representation fee, not to exceed eighty-five percent (85%) of the regular membership dues, shall be deducted from the payroll as provided and paid to the exclusive representative, Essex Council #1, N.J.C.S.A. by the Fiscal Officer of the City of Orange.

ARTICLE XV

LEGAL DEFENSE

Whenever an employee is a defendant in any action or legal proceeding arising out of the performance of his or her duties, the City shall provide such employee with necessary means for the defense of such action or proceedings. This does not apply to the ultra vires acts.

ARTICLE XVI

SUBCONTRACTING OF WORK

The City shall not subcontract work normally performed by employees covered by this Agreement if such action shall result in layoffs.

ARTICLE XVII
WORKING HOURS AND TIMES

The hours of work, days of work and times of work, as they exist at the date of execution of this Agreement shall not be changed with the exception that one-half (1/2) hour lunch hours shall be allowed for Public Works employees with the exception of the Filtration Plant and City Hall personnel.

ARTICLE XVIII
SICK LEAVE

Sick leave shall be used and accumulated as in the past, being fifteen (15) days as described in the personnel manual. Upon retirement each employee shall be paid for unused sick leave at the rate of pay at the time of such retirement to a maximum of one hundred percent (100%) for up to one hundred and twenty (120) working days of unused sick leave and twenty percent (20%) of all unused sick leave over one hundred and twenty (120) days.

Payment of accumulated sick leave time shall be paid within thirty (30) days of retirement in the amount of single payment covering total amount due. If not paid within thirty (30) days of retirement, the City agrees to pay interest at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance.

ARTICLE XIX
CLOTHING AND UNIFORMS

Clothing maintenance and uniform payment will continue, as in the past, being summer and winter uniforms, replaced as needed, and all clothing and uniforms provided in the past shall continue to be made with the following additions; in Public Works there shall be separate uniforms of good quality for summer and winter including three (3) summer shirts and one (1) winter jacket.

ARTICLE XX
PERSONAL DAYS

All Employees shall receive three (3) personal days. Once the slip is approved, it cannot be revoked unless there exists a general emergency. Twenty-four (24) hours notice is required except for cases involving an extreme emergency. When the request is given in advance, the answer will be given forty-eight (48) hours after the request is submitted in writing. Personal days shall not accumulative.

ARTICLE XXI
OVERTIME

Overtime shall be equalized by division, title and demonstrated competence. Affected departments shall keep and

post overtime lists. The overtime rate is agreed to be time and one-half the rate of normal pay and the rate shall be applied to all time worked over forty (40) hours per week.

ARTICLE XXII

MILEAGE

Authorized employees who use their own motor vehicle shall receive a flat rate of Fifty-five Dollars (\$55.00) per month. For other than use within the City of Orange, employees shall receive in addition, mileage of Twenty Cents (\$.20) per mile.

ARTICLE XXIII

EMERGENCY CALL-IN TIME

An employee who is called-in for overtime after or before his regularly scheduled working hours shall be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked, payable, however, no more than once in every calendar twenty-four (24) hour period. Said two (2) hour minimum shall count toward overtime whether or not actually worked, and this time starts, as in the past, from when the employee is contacted by the City.

ARTICLE XXIV

STAND-BY TIME

Existing policies of having one (1) employee accountable

to "stand-by" each week for several divisions of Public Works shall continue, provided, however, that each such employee shall receive cash for such stand-by time, eight (8) hours per week of stand-by and the time shall be rotated pursuant to a fair system.

ARTICLE XXV

OUT OF TITLE WORK

No employee shall work out of title without being paid the higher salary listed for said position after ten (10) continuous work days in that higher position.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such invalid provision shall not affect the balance of this contract which shall remain in full force and effect.

ARTICLE XXVII
FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations leading to this contract.

ARTICLE XXVIII
PRINTING

The City shall provide the Association with one hundred (100) copies of this Agreement.

ARTICLE XXIX
ACCESS TO PERSONNEL FILES

Employees, and officials of the Association at the request of that employee or employees, shall have reasonable access to their personnel files, subject to the provisions of law, and also subject to the conditions that no files may be removed from the Personnel Office.

ARTICLE XXX
SCHOOL CROSSING GUARDS

Effective January 1, 1981, hourly pay for School Crossing Guards shall be paid bi-weekly during the year as all other

City salaries are paid, and in addition thereto, they shall be paid a total of eleven (11) days during the school year at the regular rate of pay prescribed herein for regular school days in lieu of vacations and holidays.

Sick leave shall be provided as in the past except that it shall be cumulative retroactive to commencement of employment and shall be nine (9) days per calendar year.

Uniforms shall be provided as in the past and the uniform allowance shall be paid as in the past, except that the uniform allowance shall be increased to One hundred Ten Dollars (\$110.00) per year for the entire period of time covered by this contract. This shall be paid the first day in September of each year of said contract.

Bereavement leave for School Crossing Guards shall be provided to the same extent as it is provided to other employees covered by this contract.

The said School Crossing Guards shall be paid a full normal days pay for any day in which they are not called upon to perform services if that reason is on account of weather or emergency crises days.

A "day" for purposes of calculation of benefits for School Crossing Guards shall be as in the past.

ARTICLE XXXI
MEMBERSHIP AGREEMENT

The City of Orange agrees to provide to the designated representatives of the Association working in the City of Orange a complete up-to-date listing of all employees covered by this Agreement. The Association shall disclose such information only to its officials and representatives whose duties require access to such information.

The number of Shop Stewards and the area to be covered by each shall be determined by agreement between the Association and the City but shall not be less than one (1) steward for each department or job classification where applicable. The Association shall be entitled to hold one Shop Stewards' meeting every two (2) months on City time but said meeting shall not exceed four (4) hours. No Shop Steward can be transferred without twenty-four (24) hours notice and without notification to the Association.

ARTICLE XXXII
HEALTH BENEFITS

The City shall continue as in the past to provide health benefits. The Association agrees to consider modification of the present coverage if the City is able to present a self-insurance

plan satisfactory to the Association and the City agrees to negotiate over additional benefits that the Association demanded for this contract in light of potential savings from going to self-insurance and the fiscal conditions of the City at the time such program is implemented.

If during the term of this Agreement any employee group including but not limited to patrolmen or police and/or police superior officers, and/or fire fighters and/or fire fighters superior officers, shall receive a fringe benefit such as dental, optical, drugs, improved health benefits, etc., then the same benefits shall be received at the same time by the employees covered by this Agreement.

This contract shall expire at twelve midnight December 31, 1982.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands and seals this 4th day of MAY, 1981.

CITY OF ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

ATTEST:

BY: Joel L. Shain
Joel L. Shain, Mayor

BY: Felix DeFeo
Felix DeFeo
City Clerk

BY: Michael J. Marucci
Michael Marucci
Council President

BY: Stuart Klepesch
Stuart Klepesch
Corporation Counsel

ATTEST:

New Jersey Civil Service Association
Essex Council #1
Orange Municipal Employee
Benevolent Association

BY: Troy Roberts
Troy Roberts
Protocol Officer

BY: Tally C. Talbot
Tally C. Talbot
President, N.J.C.S.A.
Essex Council #1

WITNESS:

BY: James Brierly
James Brierly, President
Orange Municipal Employee
Benevolent Association

BY: Maria M. Giorgio
Maria M. Giorgio, Secretary
Orange Municipal Employee
Benevolent Association

BY: Louis W. Johnson, Jr.
Louis W. Johnson, Jr.
Negotiating Team

A G R E E M E N T

P R E A M B L E

AGREEMENT MADE THIS 4th day of May, 1981 by and between the City of Orange (hereinafter "the City") and New Jersey Civil Service Association, Essex Council #1, including the Orange Municipal Employee Benevolent Association (hereinafter collectively "the Association"), covering administrative, clerical and maintenance employees, including School Crossing Guards and excluding craft (skilled trade) employees, administrative employees in directorships, and police and firemen.

The City and the Association have as their mutual purpose, the improvement and promotion of harmonious employer/employee relations between them for the benefit of the City, the Association and its members by the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances arising between the parties and the determination of wages, hours of work and other terms and conditions of employment.

W I T N E S S E T H T H A T

WHEREAS, the parties have carried on collective negotiations with respect to wages, hours of work and other terms and conditions of employment for certain employees of the City, and

WHEREAS, the parties having reached agreement and desiring to embody the results of the collective negotiations in a written agreement,

NOW THEREFORE, in consideration of the mutual agreement and promises herein contained, the parties agree as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section A. The City hereby continues to recognize New Jersey Civil Service Association, Essex Council #1 as the exclusive representative of employees as certified by PERC for agency shop purposes. However, the City also continues to recognize the affiliation of the Orange Municipal Employee Benevolent Association ("OMEBA") as the functioning arm of the certified representative, Essex Council #1, for the employees covered by this Agreement and that OMEBA acts

at all times on behalf of the employees as described in this Agreement. All notice requirements by the City under this contract are satisfied by such notification to a responsible officer of OMEBA.

Section B. When new titles or classifications of employees are created, the Association shall forthwith be notified in writing by the City of the creation of any such new titles and classifications. The Association shall forthwith be notified in writing by the City of on board personnel being considered for new jobs and/or promotionals.

Section C. This Agreement shall be effective from 12:01 a.m. on January 1, 1981 up to and including 11:59 p.m. on December 31, 1982.

Section D. Based upon the provisions of N.J.S.A. 34:13A-5.5, Chapter 477, L. 1979, by the provisions of this law, this Agreement shall be applicable to all employees in the bargaining unit, including all employees who, by the provisions of this law, receive the value of Association representation as set forth therein.

ARTICLE II

MAINTENANCE OF PRIOR BENEFITS

Except as changed by this Agreement, the employee benefits, which are in effect at the commencement of this Agreement (January 1, 1981) shall not be changed during the term of this Agreement unless such modification shall be

agreed to and reduced to a writing signed by the City and the Association. Those prior benefits are herein specified as follows: *

1. All benefits set forth in City Ordinances or Resolutions, and
2. Longevity, and
3. Insurance, and
4. Health Benefits (Blue Cross & Blue Shield or agreed equivalent), and
5. Leave of Absence, and
6. Vacation selection policy subject to seniority within the work unit and the Department Director's approval, and
7. Bereavement Leave being three (3) working days leave with pay for death in the immediate family including mother, father, spouse, children (natural, adopted or foster), mother-in-law, father-in-law, brother-in-law, sister-in-law, or members of immediate household, and
8. Three (3) personal days per calendar year.
9. Dental Plan.

* Except School Crossing Guards, see Article XXIX.

ARTICLE III
GRIEVANCE PROCEDURE

Section A. A grievance shall be defined as any complaint of an employee covered by this Agreement or the Association with respect to wages, hours of work and other conditions of employment, or with respect to the application of the terms and conditions of this Agreement.

Section B. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Civil Service. The Association's decision to request the movement of any grievance at any step or to initiate or terminate a grievance at any step except Step I shall be final as to the interest of the grievant and the Association.

Section C. The following grievance procedure may be used by the employee or the Association:

Step 1. The Association or employee shall present the grievance in writing to the Department Director. The Director shall meet with the grievant and discuss the grievance for the purpose of trying to resolve the matter informally. The Director shall notify the Association in writing of the date and time of such meeting. One representative of the Association in addition to the grievant shall have, at their discretion,

the right to attend and participate in said meeting. Within five (5) days of this meeting, a written response regarding the grievance shall be given by the Department Director to the employee and the Association.

Step 2. If the grievance is not resolved to the satisfaction of the Association at Step 1, the grievance may, if the Association believes there is merit to it, be presented in writing by the Association to the Mayor and Business Administrator. The grieving employee may process his own grievance to Step 2 provided that the Association consents and, as an interested party, is notified by the employee and the City of the grievance and of any meetings or hearings regarding same. The Association may have no more than two (2) representatives present at any and all such meetings or hearings. The Mayor and/or Business Administrator shall give the Association and the grievant a final written decision on the grievance within thirty (30) days after the written presentation required by Step 2. If no such written decision is rendered within the time in question, the relief sought by the employee or the Association shall be deemed granted.

Section D. The same procedure shall be followed for group grievances and Association grievances as provided for individual grievances. However, the Association may submit a group or Association grievance, at its discretion, directly

at Step 2 as the initial step.

Section E. Without imposing a specific time limitation for the initial presentation of a grievance, both parties recognize the value of timely presentation so that documentation is not lost and witness recollection is still fresh.

ARTICLE IV

ARBITRATION

Section A. If a grievance is not settled under Article III, such grievance may, at the request and in the sole discretion of the Association, be referred to the New Jersey Public Employment Relations Commission for the selection of an arbitrator according to its rules and regulations.

Section B. The decision of the Arbitrator so selected shall be final and binding upon the parties. The expense of the Arbitrator shall be shared equally by the parties.

Section C. All submissions to arbitration must be made within forty-five (45) days following submission of the grievance to the Mayor and Business Administrator pursuant to Step 2 of the grievance procedure.

Section D. The Arbitrator shall render his decision within thirty (30) days after hearing the matter unless an extension of time shall be granted to the Arbitrator by the parties.

ARTICLE V

TIME OFF FOR GRIEVANCE HEARINGS

Section A. The City shall permit the Association representative a reasonable amount of time (not to exceed one hour per day) to conduct the business of the Grievance Committee which business consists of conferring with employees and the City on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of said representative, without loss of pay. Employees who are the subject of the grievance and witnesses, shall be permitted to confer with such Association representative during duty hours without loss of pay, provided the conference time shall not be in excess of one hour.

Section B. All grievance hearings, conferences and meetings shall take place at the mutual convenience of the Association and the City. If said meeting is during regular work hours, the Association representative, grieving employees and witnesses shall be granted time off with pay for the purpose of attending such hearings, conferences and meetings.

Section C. The Association representative or the grievant have the right to examine and/or cross-examine witnesses or parties who appear at any step of the grievance procedure.

Section D. When negotiating sessions are held during the duty hours of members, the City shall permit members of the Association Negotiating Committee to attend said collective negotiations during their duty hours without loss of pay up to a limit of six (6) employees per meeting, chosen for minimum impact upon the delivery of city services.

Section E. The employer shall permit the President and a designated member of the Association to conduct Association business relating to the administration of the terms of this Agreement and other related Association business during duty hours not to exceed five (5) person hours per week.

Section F. Establishment of Labor Management Committee: The City and Association agree to form a Labor Management Committee consisting of Association designees and the Personnel Manager of the City of Orange and/or his designees. The Committee shall meet to discuss and resolve problems which may arise from time to time. Said Committee meetings shall be scheduled the second Tuesday of every second month throughout each year of this Agreement. For the purpose of this Agreement these meetings are not intended to by-pass the grievance procedures nor to be considered collective negotiating meetings but rather are intended as a means of furthering

good and sound employment relations through communications between parties. Either party may request other meetings and shall submit a written agenda of topics to be discussed seven (7) working days prior to such a special meeting. A maximum of three (3) employee representatives of the Association may attend such meetings and if held during regular working hours, they shall be granted time to attend without loss of pay.

ARTICLE VI

HEALTH AND SAFETY

Section A. The City shall furnish a place of employment which shall be reasonably safe and healthful for employees. The City shall install, maintain and use such employee protective devices and safeguards, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard to the nature of the work required.

Section B. As required by law, the City shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated thereunder and

with provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and regulations promulgated thereunder and shall comply with the provisions of this paragraph in connection with health and safety of employees. There shall be safety devices as required herein, and under the foregoing laws and regulations for the protection of employees.

Section C. Employees shall not be required to work where conditions exist which violate the provisions of this paragraph or violate health and safety laws, rules or regulations, except where the City is making reasonable attempts to alleviate such violations as may exist. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the City. Corrective action shall be taken at the earliest time possible.

Section D. The City shall provide a locked Ladies Room and a locked Gentlemens Room to be used by City personnel only and keys to be issued to each office.

ARTICLE VII

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the City or by any of its agents against the Association or against individual employees represented by the

Association because of membership in or activity on behalf of the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate or assist any other labor or municipal organization which in any way affects the Association's rights as certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex, unrelated handicap or national origin. The City will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE VIII

CIVIL SERVICE LAW

Nothing contained herein shall limit or affect the rights and benefits of employees under the New Jersey Civil Service Law, rules and regulations promulgated thereunder or other laws, rules or regulations of the State of New Jersey except to the extent that greater benefits are provided herein then are provided for under said laws, rules and regulations.

Employees may, at their option, pursue remedies which are available pursuant to Civil Service Laws or other laws, rules or regulations.

ARTICLE IX
ASSOCIATION SECURITY

The Association agrees to abide by its obligations to non-member employees as set forth in Chapter 477, L. 1979. The City, as allowed by the said law,^x agrees to deduct from the pay of all employees initiation fees, dues and assessments. Pursuant to said law, the City further agrees to deduct a "representation fee" as defined in N.J.S.A. 34:13A-5.5 as amended by said Chapter 477, L. 1979 for employees in the bargaining unit who are non-members of the Association. Initiation fees, dues and assessments so deducted shall be paid over to the properly designated Association Official at least monthly on a regular recurring basis. The Association and the City agree to keep each other informed as to which bargaining unit employees are members or non-members of the Association and shall hold each other harmless for making said deductions.

ARTICLE X
ASSOCIATION BUSINESS

Section A. The City shall permit the Association reasonable use of all bulletin boards located in the City premises for posting notices concerning Association business. The space provided on each bulletin board will minimally approximate thirty inches by thirty inches or an equivalent. The Association shall, during working hours, and at no loss of pay, be permitted to place and remove Association material on such bulletin boards.

Section B. Upon prior approval of the Business Administrator or Personnel Officer, Association representatives who are not employees of the City shall be permitted during working hours to enter the premises of the City for the purpose of conducting Association activity, provided such activity does not unreasonably interfere with the performance of the affairs of the City.

Section C. Where space is available, the City shall make available to the Association during lunch hours, breaks or other off duty hours, meeting places at which the Association may conduct meetings of employees, subject to reasonable notice to and approval of the Director of Public Works or other designated official.

ARTICLE XI

WAGES

All employees covered by this Agreement shall receive the following increases:

1. Effective January 1, 1981, base pay shall be increased across-the-board by seven and one-half percent (7 1/2%) over the contract year 1980.

2. Effective January 1, 1982, base pay shall be increased across-the-board by eight percent (8%) over the contract year 1981.

3. The City and the Association shall meet commencing in January 1982 for reconsideration and renegotiation of a further increase of the eight percent (8%) rate already agreed.

4. Every effort shall be made to make payment of the increase due on January 1, 1981 and on January 1, 1982 commencing with the first pay period of those years.

5. In view of the Agreement by the Association to this wage settlement, the City agrees that, for the life of this contract, there shall be no layoff in the bargaining unit as a result of any contract settlement with any other unit.

ARTICLE XII

VACATIONS

Effective January 1981, all vacations schedules shall be increased one (1) working day making the following schedule applicable:

One (1) working day of vacation for each month of employment during the first calendar year of employment. The first calendar year is considered a full year of employment even if only a partial year is worked.

After one (1) year and up to six (6) years of service, thirteen (13) working days vacation;

After six (6) years and up to twelve (12) years of service, sixteen (16) working days vacation;

After twelve (12) years and up to eighteen (18) years of service, nineteen (19) working days vacation;

After eighteen (18) years and up to twenty-four (24) years of service, twenty-one (21) working days vacation.